

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") is effective as of July 10, 2019 between Borrower, Mortgagor, and Lender but shall not be effective unless all parties have executed this agreement and Bankruptcy Court approval has been obtained.

DEFINITIONS

"Borrower"	Adina E. Romain and Daniel S. Romain, jointly and severally.
"Lender"	Byline Bank as successor to First Bank & Trust. References to Lender shall be deemed to refer to the appropriate institution as of the date in question.
"Loan"	The home equity line of credit extended to Borrower by Lender which indebtedness is evidenced by the Credit Agreement and Disclosure agreement dated June 22, 2009 in the principal amount not to exceed Three Hundred Thousand and no/100s Dollars (\$300,000.00); extended by the Credit Agreement and Disclosure agreement dated July 10, 2014 (the "Credit Agreement") and secured by the Mortgage.
"Loan Documents"	The term Loan Documents means and refers to the Credit Agreement, the Mortgage, the Trust Certificate, and any other documents or instruments evidencing, securing, establishing, or regulating the extension of, accounting for, or repayment of the Loan Indebtedness.
"Loan Indebtedness"	The term Loan Indebtedness means and refers to all principal, interest, late fees, NSF fees, recoverable escrow advances for taxes or insurance, sums advanced to protect or preserve the Property or defend and protect the first priority lien of the Mortgage, all as more fully provided in any of the Loan Documents.
"Mortgage"	The mortgage on the Property given by Mortgagor, by Adina E. Romain as sole Trustee of Mortgagor, to Lender to secure the Loan dated June 22, 2009 and recorded July 14, 2009 in the Office of the Cook County Recorder of Deeds as document number 09195465025.
"Mortgagor"	The Adina E. Romain Revocable Trust under the provisions of a trust agreement dated October 6, 1995.
"Property"	The property commonly known as 1108 Harvard Terrace, Evanston, Illinois 60202 more particularly described in the Mortgage.
"Trust Certificate"	The Trust Certificate dated July 10, 2014 executed and delivered by Adina E. Romain as sole Trustee of The Adina E. Romain Revocable Trust under the provisions of a trust agreement dated October 6, 1995 to and for the benefit of Lender.

For and in consideration of Lender's forbearance from its exercising its remedies under the Loan Documents when the Loan matured on July 10, 2019, Lender's agreement to extend the Maturity of the Loan, and other

good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Extension of Maturity. The Maturity date of the Loan is extended from July 10, 2019 to January 10, 2020.
2. Termination of Revolving Credit Feature. The revolving credit feature as provided in the Credit Agreement is terminated. Lender shall no longer honor or be obligated to honor requests for disbursement of additional principal. Borrower acknowledges and agrees to the termination of the revolving credit feature and covenants and agrees to not request any draws, disbursements, distributions of principal or write or issue any Home Equity Checks.
3. Trustee's Certification and Consent. Adina E. Romain individually and in her capacity as sole Trustee of The Adina E. Romain Revocable Trust under the provisions of a trust agreement dated October 6, 1995 to bind said trust, does hereby:
 - a. recertify and reaffirm the accuracy of the representations set forth in the Trust Certificate including, without limitation, that she remains the sole trustee and has all requisite power and authority to act to bind said trust; that the trust agreement has not been modified or amended in any respect;
 - b. agree to be bound by and comply with the covenants and agreements on the Trust Certificate;
 - c. consent to the modification of the Loan terms and the extension of the Maturity date; and
 - d. agree to deliver to Lender contemporaneously with this Agreement a copy of the Trust Agreement of The Adina E. Romain Revocable Trust under the provisions of a trust agreement dated October 6, 1995 certified as being true, complete, and accurate in all respects as of the date this Agreement is executed.
4. Loan Document References. Borrower, Mortgagor, and Lender agree that references in the Loan Documents to the Loan or any of the constituent Loan Documents shall be interpreted to include the modifications made by this instrument from and after the effective date.
5. Continuing Obligations. All of the terms of the Loan Documents remain in full force and effect except as modified by this Agreement. None of Borrower's obligations or liabilities under the Credit Agreement, and none of Mortgagor's obligations or performances under the Mortgage, are in any way impaired, diminished, or released by any provisions contained herein.
6. No Known Claims or Defects. Borrower and Mortgagor affirmatively state, as a material inducement to Lender to modify the Loan terms and extend the Maturity, that they are aware of no breach of any duty, performance, or obligation by Lender, its predecessors, affiliates, agents, officers, directors, or employees arising out of or related to the making, extension, or administration of the Loan; and no defective or materially inaccurate term or provision in any of the Loan Documents.

7. Waiver of Claims. To the extent permitted by law, Borrower and Mortgagor waive any and all claims, demands, suits, causes of action, and defenses they may have against Lender, its predecessors, affiliates, agents, officers, directors, or employees arising out of or related to the making, extension, or administration of the Loan prior to the date hereof.

Borrower:

Adina E. Romain

Borrower:

Daniel S. Romain

Mortgagor:

The Adina E. Romain Revocable Trust under
Trust Agreement dated October 6, 1995

By: Adina E. Romain, Trustee

State of Illinois)
) SS
County of Cook)

This instrument was signed before me on the ____ day of _____, 2019 by Adina E. Romain, individually and in her capacity as Trustee of The Adina E. Romain Revocable Trust under Trust Agreement dated October 6, 1995.

Notary Public

State of Illinois)
) SS
County of Cook)

This instrument was signed before me on the ____ day of _____, 2019 by Daniel S. Romain.

Notary Public